



Nutrient Management Plan Grant Program

The goal of this grant program is to assist farmers in developing and maintaining/updating Nutrient Management Plans (NMPs) by providing financial assistance as funding is available.

Development of a New Nutrient Management Plan:

- \$14,000 Maximum for NMP Development & Updates per Farm
- NMP Development - \$9/acre, \$15 /soil test, & \$35/waste test
- Maximum Annual Update Payments*
 - Year 1 - \$2,000; Year 2 - \$2,000; Year 3 - \$1,000

*Annual update payments shall not exceed the original plan development cost

Update of an Existing Nutrient Management Plan:

- \$3 per Acre, up to \$1,000 Maximum for NMP Maintenance/Update

Pre-Sidedress Soil Nitrate Test:

- \$8 per Pre-Sidedress Nitrate Test

1. Applicant Information for Administrative Purposes

Name _____ Farm/Business Name _____

Mailing Address _____

Federal ID # of Farm/Business

Social Security # (If no Fed ID #)

_____ - _____ - _____

_____ - _____ - _____

Phone () _____ - _____ Email _____

2. Designate which of the following financial incentives you are applying for and provide the applicable information.

☐ NMP Development and Update Payments (NMPDG)

Plans submitted after June 1st will not be eligible for payment for the current year.

Do you have a NRCS Contract (since 2003) which requires a 590 NMP? ☐ Yes ☐ No

If yes, you do not qualify for NMPDG payment, however you may still apply for NMP Maintenance/Update Payment below.

Acres to be included in NMP	Number of Manure Sources (Pits/Stacks)	Number of Soil Tests

Please provide information in the table as accurately as possible. Final payment will be based on actual information in the submitted plan, however, accurate information will help us to ensure that appropriate financial assistance is available. This is a four year grant and plans must be submitted annually to receive individual payments.

☐ NMP Maintenance/Update Payment

Plans submitted after June 1st will not be eligible for payment for the current year.

How many acres are included in your most recently developed nutrient management plan? _____

Please apply and submit your NMP by **June 1st** of the same year. Funds are allocated on a yearly basis, and submission of an application must be done annually to receive continued maintenance/update payments.

☐ Pre-Sidedress Nitrate Test (PSNT) Payment

How many PSNTs are you submitting for payment? _____

Official laboratory test results must be submitted by December 31st each year in order to receive payment.

Signature: _____ Date: _____

NMP Program Information

1. Development of a New Nutrient Management Plan:

For First-Time Applicants or Farmers without Federal Contracts Requiring a NMP meeting the NRCS 590 Standard:

Program Description: This option is designed for farms that have not developed a NMP in the past or have an outdated plan that was developed before 2003.

Program payments:

- \$14,000 Maximum for NMP development & updates per farm
- NMP Development - \$9/acre, \$15/Soil Test, & \$35 / Waste Test
- Maximum Annual Update Payments (Annual update payments shall not exceed the original plan development cost)
 - Year 1 - \$2,000; Year 2 - \$2,000; Year 3 - \$1,000

Program Requirements: NMP's must be submitted to the Agency for review by June 1st of each cropping year. Plans must meet or exceed NMP technical requirements of the Medium and Large Farm Operations. Payment is dependent upon submission of the NMP update and technical compliance review by the VT Agency of Agriculture Food & Markets.

2. Maintenance/Update of an Existing Nutrient Management Plan:

Program Description: The purpose of the NMP maintenance/update payment is to continue nutrient management planning on land otherwise ineligible for the state NMPIG. Eligibility is dependent upon:

- having a completed a NMP Incentive Grant (1 year of development and 3 years of maintenance), or
- having completed Natural Resource Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP) contractual requirements for a TPC590 NMP (2003 or later) and no longer receiving payment from any other source to update the plan.

Program Payment: Up to \$3 per acre (\$1,000 maximum per farm) on eligible land.

Program Requirements: NMP's must be submitted to the Agency for review by June 1st of each cropping year. Plan maintenance/update must meet or exceed NMP technical requirements of the Medium and Large Farm Operations. Payment is dependent upon submission of the NMP update and technical compliance review by the VT Agency of Agriculture Food & Markets.

3. Pre-Sidedress Soil Nitrate Test:

Program Description: The pre-sidedress soil nitrate test (PSNT) is used to improve the efficiency of nitrogen (N) fertilization in corn. This PSNT allows N fertilizer recommendations to be adjusted to field-specific conditions that can influence N requirements of corn. Soil samples for the PSNT are taken when the corn is approximately 8 to 12 inches tall and should be processed within 2-days of sampling. If samples cannot be processed within a 2-day period it is important that the sample is air dried or frozen until processed. Additionally, N fertilizer applications should be completed with one week following lab test results. The PSNT does not replace the need for traditional routine soil sampling and this practice is not recommended for sand and loamy sand soil types. Please refer to www.uvm.edu/vtvegandberry/factsheets/PSNT.html

Program Payment: Up to \$8 per PSNT.

Program Requirements: PSNT test results must be submitted by December 31st each year to be eligible for payment.

This grant application must be fully completed, signed, and submitted to the Vermont Agency of Agriculture, Food, and Markets, hereby referred to as the Agency, for eligibility. If selected, you will be notified by the Agency. You must then submit a claim for payment and notice of completion of NMP development to the Agency within two (2) years of acceptance. Include all documentation and supporting information outlining expenses of NMP development. Final payment is contingent upon meeting all State MFO Nutrient Management requirements. A NMP prepared according to MFO requirements will fully meet the NRCS Standard for Nutrient Management (TPC 590). MFO requirements include, but are not limited to, soil and animal waste testing, nutrient recommendations, animal waste applications, NMP content and format, reporting and recordkeeping. These requirements are detailed in the MFO General Permit which can be downloaded at <http://www.vermontagriculture.com/ARMES/awq/MFO.html>.

Funds are dependent on State allocation and are prioritized and distributed by the Agency. Priority is given to farms required to develop a NMP by Federal CAFO law or Vermont's MFO law and to farms without a 590 NMP. Farms already receiving State or Federal financial assistance for the development of a NMP are not eligible. To be eligible for funding the participant must be in good standing with the Agency of Agriculture regarding regulatory requirements and resulting penalties.

I agree to indemnify and hold harmless the Agency from any liability resulting from the use of program funds or from the implementation of these practices. I agree that failure to comply with the terms of this grant agreement or the duplication of any other funding program may result in exclusion from payment of claims and liability for returning the full amount of claims paid. I hereby authorize the NRCS to release information to the Agency concerning the location (including tract and field numbers) and the extent of cropland (including crop history for current year and acreage planted by field listed on this application) to make eligibility determinations. This information will remain privacy protected by the Agency as per a signed agreement between the USDA and the Agency.

ATTACHMENT C CUSTOMARY GRANT PROVISIONS

- 1. Entire Agreement:** This Grant Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Grant Agreement will be governed by the laws of the State of Vermont.
- 3. Appropriations:** If this Grant Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Grant, the State may suspend or cancel this Grant at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
- 4. No Employee Benefits For Grantee:** The Grantee understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers' compensation or other benefits or services available to State employees, nor will the State withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Grant Agreement. The Grantee understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Grantee, and information as to grant income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes, if required.
- 5. Independence, Liability:** The Grantee will act in an independent capacity and not as officers or employees of the State. The Grantee shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Grantee acts and/or omissions in the performance of this Grant.
- 6. Insurance:** Before commencing work on this Grant the Grantee must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the State through the term of the Grant.

Workers' Compensation: With respect to all operations performed, the Grantee shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the grant, the Grantee shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products / completed products aggregate
\$ 50,000 Fire Legal Liability

Automotive Liability: The Grantee shall carry automotive liability insurance covering all owned, non-owned and hired vehicles, used in connection with the Grant. Limits of coverage shall not be less than:
\$500,000 Combined single limit

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Grantee for the Grantee's operations. These are solely minimums that have been set to protect the interests of the State.

- 7. Reliance by the State on Representations:** All payments by the State under this Grant Agreement will be made in reliance upon the accuracy of all prior representations by the Grantee, including but not limited to bills, invoices, progress reports and other proofs of work.
- 8. Records Available for Audit:** The Grantee will maintain all books, documents, payroll papers, accounting records, and other evidence pertaining to costs incurred under this Grant Agreement and make them available at reasonable times during the period of the Grant and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Grant Agreement.
- 9. Fair Employment Practices and Americans with Disabilities Act:** Grantee agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Grantee shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Grantee under this Grant Agreement. Grantee further agrees to include this provision in all sub-grants.
- 10. Set Off:** The State may set off any sums which the Grantee owes the State against any sums due the Grantee under this Grant Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 11. Taxes Due To The State:**
 - a. Grantee understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Grantee certifies under the pains and penalties of perjury that, as of the date the Grant Agreement is signed, the Grantee is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Grantee understands that any payment under this Grant Agreement may be withheld if the Commissioner of Taxes determines that the Grantee is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Grantee also understands the State may off-set taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the Grantee has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Grantee has no further legal recourse to contest the amounts due.

12. Child Support: (Applicable if the Grantee is a natural person, not a corporation or partnership.) Subrecipient states that, as of the date the Grant Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Grantee makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Grantee is a resident of Vermont, Grantee makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

13. Subgranting: Grantee shall not assign or sub-grant the performance of this Grant or any portion thereof to any other Subgrantee without the prior written approval of the State. The Grantee must advise their sub-grantees of requirements imposed on them by state laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the State Granting Agency. They must also set up a plan for monitoring those sub-grantee's use of the funds.

14. No Gifts or Gratuities: Grantee shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Grant Agreement.

15. Copies: All written reports prepared under this Grant Agreement will be printed using both sides of the paper.

16. Suspension and Debarment: Non-federal entities are prohibited by Federal Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and non-procurement transaction (grants). By signing this Grant Agreement, current Grantee certifies as applicable, that the contracting organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.